## IN SENATE OF THE UNITED STATES.

JANUARY 20, 1846. Submitted, and ordered to be printed.

Mr. Dickinson made the following

## REPORT:

[To accompany bill S. No. 55.]

The Committee of Claims, to whom was referred the petition of J. Throckmorton, asking indemnity for losses sustained by the non-fulfilment of a contract entered into by him with the officers of the government for the transportation of troops, which contract was not carried into effect on their part, report:

That they have had the same under consideration, and that the facts in the case appear to be as follows: On the 16th of August, A. D. 1840, a contract was entered into between J. Throckmorton, the claimant, and Major McRae, a quartermaster of the army of the United States, duly authorized to make the same, for the transportation of Brigadier General Atkinson, with eight companies of the infantry of the United States army, from Jefferson barracks, near St. Louis, Missouri, to Fort Crawford, in Wisconsin. In this service, the steamer Chippewa and two keel boats were to be employed, for which the claimant was to receive two hundred dollars per diem, to commence on the 21st of the same month. Subsequently, to wit, on the 20th day of the month—the day preceding the one on which the service was to have commenced, but after the claimant had made the necessary preparations for the expedition, and had declined freight and passengers previously engaged for Galena—he was notified that, owing to information which had been received, the commanding officer had determined not to make the proposed movement. The facts stated by the claimant are all confirmed by the statements of the officers of the United States, and the only reason for not indemnifying the claimant for his service seems to have been that the term thereof not having been actually commenced, the officers of the government were not at liberty to exercise any discretion in the premises.

The committee are of opinion that the prayer of the petitioner is rea-

sonable, and report the accompanying bill.

Ritchie & Heiss, print.

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